

ENDORSEMENT # 009

This endorsement, effective 12:01 AM 06/22/2004

Forms a part of policy no.: AW1374229

Issued to: WYNN RESORTS L.L.C.

By: ALLIED WORLD ASSURANCE COMPANY (US) INC.

OFF-PREMISES POWER FAILURE (DIRECT DAMAGE)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 STANDARD PROPERTY POLICY
 TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE						Causes of Loss Form Applicable
Premises No.	Building No.	Water Supply	Communication Supply	Power Supply		
ALL	ALL	X	X	X		CP1030 ✓

EXCLUDING OVERHEAD TRANSMISSION & DISTRIBUTION LINES
 24 HOUR WAITING PERIOD QUALIFIER DEFINING THE COVERED EVENT

We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, not on the described premises, if indicated by an "X" in the Schedule:

- A. Water Supply Services, meaning the following types of property supplying water to the described premises:
 - 1. Pumping stations; and
 - 2. Water mains.
- B. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - 1. Communication transmission lines;
 - 2. Coaxial cables; and
 - 3. Microwave radio relays except for satellites.

It does not include overhead communication lines.

C. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

1. Utility generating plants;
2. Switching stations;
3. Substations;
4. Transformers; and
5. Transmission lines.

It does not include overhead transmission lines.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 010

This endorsement, effective 12:01 AM 06/22/2004

Forms a part of policy no.: AW1374229

Issued to: WYNN RESORTS L.L.C.

By: ALLIED WORLD ASSURANCE COMPANY (US) INC.

OFF PREMISES SERVICES (TIME ELEMENT)

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE						Causes of Loss Form Applicable
Prem. No.	Bldg. No.	Water Supply	Communication Supply	Power Supply		
ALL	ALL	X	X	X		CP1030 ✓

EXCLUDING OVERHEAD TRANSMISSION & DISTRIBUTION LINES
 24 HOUR WAITING PERIOD QUALIFIER DEFINING THE COVERED EVENT

A. We will pay for loss of Business Income or Extra Expense at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, not on the described premises, if indicated by an "X" in the Schedule:

1. Water Supply Services, meaning the following types of property supplying water to the described premises:
 - a. Pumping stations; and
 - b. Water mains.
2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - a. Communication transmission lines;
 - b. Coaxial cables; and
 - c. Microwave radio relays except satellites.

It does not include overhead communication lines.

3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - a. Utility generating plants;
 - b. Switching stations;
 - c. Substations;
 - d. Transformers; and
 - e. Transmission lines.

It does not include overhead transmission lines.

- B. We will pay only for loss you sustain after the first 12 hours following the direct physical loss or damage to the off-premises property to which this endorsement applies.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 011

This endorsement, effective 12:01 AM 06/22/2004

Forms a part of policy no.: AW1374229

Issued to: WYNN RESORTS L.L.C.

By: ALLIED WORLD ASSURANCE COMPANY (US) INC.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

- A. If a Covered Cause of Loss occurs to covered Building property, we will pay:
 - 1. For loss or damage caused by enforcement of any ordinance or law that:
 - a. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - c. Is in force at the time of loss.
 - 2. The increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance law.
 - 3. The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.
- B. However, we will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- C. We will not pay for increased construction costs under this endorsement:
 - 1. Until the property is actually repaired or replaced at the same premises or elsewhere; and
 - 2. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years.
- D. We will not pay more:
 - 1. If the property is repaired or replaced on the same premises, than the amount you actually spend to:
 - a. Demolish and clear the site; and
 - b. Repair, rebuild or construct the property but not for more than property of the same height, floor area and style on the same premises.

2. If the property is not repaired or replaced on the same premises, than:
 - a. The amount you actually spend to demolish and clear the site of the described premises; and
 - b. The cost to replace, on the same premises, the damaged or destroyed property with other property:
 - 1) Of comparable material and quality;
 - 2) Of the same height, floor area and style; and
 - 3) Used for the same purposes.
3. For all loss or damage in any occurrence than the Limit of Insurance applicable to the covered Building property.

E. The terms of this endorsement apply separately to each building to which the endorsement applies.

ENDORSEMENT # 012

This endorsement, effective 12:01 AM 06/22/2004

Forms a part of policy no.: AW1374229

Issued to: WYNN RESORTS L.L.C.

By: ALLIED WORLD ASSURANCE COMPANY (US) INC.

PROPERTY ENDORSEMENT

It is noted and agreed that this policy is hereby amended as follows:

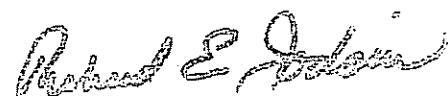
The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms, conditions and exclusions of this policy remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 013

This endorsement, effective 12:01 AM 06/22/2004

Forms a part of policy no.: AW1374229

Issued to: WYNN RESORTS L.L.C.

By: ALLIED WORLD ASSURANCE COMPANY (US) INC.

REPLACEMENT COST COVERAGE ENDORSEMENT

This endorsement applies only with respect to the premises described in the following Schedule and affords insurance on a replacement cost basis only on the property described below.

SCHEDULE

Location of Premises	Property Covered on a Replacement Cost Basis
AS PER SCHEDULE ON FILE WITH COMPANY	<u>REAL & PERSONAL PROPERTY</u> ✓

(ACTUAL LOSS SUSTAINED - TIME ELEMENT)

1. Replacement Cost Clause: The provisions of Valuation Clause(s) 1.A, B, E and G of this policy applicable to the property described as covered on a replacement cost basis are amended to substitute the term "replacement cost (without deduction for depreciation)" for the term "actual cash value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement (if applicable) supersedes and replaces all other Co-insurance Clauses otherwise applicable. Subject in all other respects to the provisions of this endorsement and of Valuation Clause of this policy.
2. This policy does not cover the following property on a replacement cost basis:
 - a. Precious metals, jewelry, precious stones, furs or fur trimmed garments.
 - b. Property of others
 - c. Cost of reproducing information for books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, drum, cell and other magnetic recording or storage media).
 - d. Paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity.
 - e. Carpeting, domestic appliances or household furniture and outdoor equipment, all whether permanently attached to the building structure or not.
3. The Company shall not be liable under this endorsement for any loss unless and until the damaged or destroyed property is actually repaired or replaced by the Insured with due diligence and dispatch.

4. Coinsurance Clause (if shown in policy declarations). This Company shall not be liable for a greater proportion of any loss or damage to the property covered under this policy than the limit of liability under this policy for such property bears to the amount produced by multiplying the coinsurance percentage applicable (specified in this policy) by the total of (a) the replacement cost (without deduction for depreciation) of that part of said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at time of loss.

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the limit of liability for all contributing insurance applicable to the property involved at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required, provided that nothing herein shall be construed to waive application of the first paragraph of this clause.

If insurance under this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

The cost of the removal of debris, shall not be considered in the determination of actual cash value or replacement cost when applying the Coinsurance Clause.

5. This Company's liability for loss on a replacement cost basis, shall not exceed the smallest of the following amounts:
 - a. the amount of this policy applicable to the damaged or destroyed property.
 - b. the replacement cost of identical property or any part thereof intended for the same occupancy and use; or
 - c. the amount actually and necessarily expended in repairing or replacing said property or any part thereof.
6. The Insured may elect to make claim under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply, if applicable, and the Insured may make further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the Insured's intent to make such further claim.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 014

This endorsement, effective 12:01 AM 06/22/2004

Forms a part of policy no.: AW1374229

Issued to: WYNN RESORTS L.L.C.

By: ALLIED WORLD ASSURANCE COMPANY (US) INC.

WAR RISK AND TERRORIST EXCLUSION

It is hereby understood and agreed, that notwithstanding any other war risk or terrorist exclusion that may be in the policy or any clause limiting or attempting to limit the application of any endorsements to the policy, this policy is amended as follows:

The policy does not cover loss or damage to property caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss or damage is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the policy:

- (1) war, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack:
 - (a) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
 - (b) by military, naval or air forces; or
 - (c) by an agent of any such government, power, authority or force.
- (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;
- (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
- (4) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for Terrorist purposes;
- (5) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons, for Terrorist purposes.

Such loss or damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss or damage.

Terrorist purpose means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property (ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

All other terms, conditions and exclusions of the policy remain unchanged.



 Authorized Representative OR
 Countersignature (In states where applicable)

ENDORSEMENT # 015

This endorsement, effective 12:01 AM 06/22/2004

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Issued to: WYNN RESORTS L.L.C.

By: ALLIED WORLD ASSURANCE COMPANY (US) INC.

COMBINED PROPERTY/BOILER & MACHINERY MILLENNIUM ENDORSEMENT

This policy is hereby amended as follows:

- A. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
 1. correctly recognize any date as its true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- C. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow, sudden and accidental breakdown of an object, including mechanical and electrical breakdown.

All other terms, conditions and exclusions of this policy remain unchanged.



AUTHORIZED REPRESENTATIVE

OR Countersignature (In states where applicable)